

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Ruder Finn Inc	2. Registration No. 1481
3. Name of Foreign Principal Singapore Tourism Board	4. Principal Address of Foreign Principal 1156 Avenue of the Americas New York, NY 10036

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 NSD/CES/REGISTRATION UNIT

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government

☐ Foreign political party

☐ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
 Economic Development Agency in Tourism

b) Name and title of official with whom registrant deals
 Serene Tan, Regional Director of the Americas

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

NSD/CES/REGISTRATION
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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
March 07, 2013	Mark E. Adams, Finance	/s/ Mark E. Adams eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant RUDER FINN INC.	2. Registration No. 1481
3. Name of Foreign Principal SINGAPORE TOURISM BOARD	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

PUBLIC RELATIONS COUNSEL

NSD/CES/REGISTRATION
UNIT
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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

STRATEGIC COUNSEL
MEDIA RELATIONS

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

2013 MAR 19 AM 9:52

MSD/CES/TECH UNIT

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
March 07, 2013	Mark E. Adams	/s/ Mark E. Adams
		eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

May 24, 2012

Hillman & Silver Ltd
747 Third Avenue
New York, NY 10017



Attention: Virginia Sheridan

Dear Sirs

**RENEWAL OF HILLMAN & SILVER LTD FOR THE SINGAPORE
TOURISM BOARD, AMERICAS**

1. We refer to the abovementioned contract dated June 1, 2011 between the Singapore Tourism Board ("STB") and Hillman & Silver Ltd ("Company") ("the Agreement").
2. We are pleased to inform you that STB has exercised its option to renew the Agreement and appoint the Company as the PR agency for STB Americas for a further twelve (12) months, commencing on June 1, 2012 and ending on May 31, 2013 (both dates inclusive), on the same terms and conditions as stated in the Agreement, save for the terms relating to the term of the Agreement and the option to renew at Clause 1.7 of the Agreement.
3. For the avoidance of doubt, the Company's appointment shall be deemed to have commenced from June 1, 2012 and all other remaining clauses and schedules of the Agreement that are not varied shall continue to be in full force and effect and remain valid.
4. Please return the acknowledgement of receipt attached, duly signed by your authorized representative, on or before May 31, 2012. Thank you.

Yours sincerely

A handwritten signature in black ink, appearing to be "Serene Tan".

Serene Tan
Regional Director
Singapore Tourism Board

*Signature returned
May 31, 2012
Virginia M. Sheridan*

ACKNOWLEDGEMENT OF RECEIPT

Virginia Sheridan and Sandy Hillman
Hillman & Silver Ltd.
747 Third Avenue
New York, NY 10017

Singapore Tourism Board
Tourism Court
1 Orchard Spring Lane
Singapore 247729

**RE: RENEWAL OF PR AGENCY FOR THE SINGAPORE TOURISM
BOARD, AMERICAS**

I/ We, VIRGINIA M. SHERIDAN,
for and on behalf of HILLMAN & SILVER (H&S) have read the
aforesaid terms and conditions and hereby agree and confirm our acceptance to the
aforesaid terms and conditions as set out in your letter dated May 24, 2012.

Authorized Signatory(ies)

Designation

Virginia M. Sheridan Principal

Company Stamp

Date

May 31, 2012

May 18, 2011

Sandy Hillman and Virginia Sheridan
Hillman & Silver
747 Third Avenue
Suite 2300
New York NY 10017-2803



Dear Sandy and Virginia

**OFFICIAL APPOINTMENT OF PUBLIC RELATIONS CONSULTANT FOR THE
SINGAPORE TOURISM BOARD IN STB AMERICAS**

We refer to your proposal/addendum dated March 31, 2011 to service the Singapore Tourism Board (STB) as the Public Relations Consultant for the Americas market at a total cost of US\$15,000 per month including taxes, if exercised.

On behalf of STB, we are pleased to appoint your agency, Hillman & Silver, as the PR Consultant for Americas on the following agreed terms:

- For a 12-month period at a monthly retainer fee of US\$15,000 per month including taxes, with the option to extend the contract for another 12 months.
- Monthly out-of-pocket expenses will not exceed 10 per cent per month including taxes, with supporting documents for administrative activities, such as printing, photocopies, mailing, postage, telephone and fax.

The period of this contract is for a period of 12 months from June 1, 2011 to May 31, 2012 (both dates inclusive).

The detailed terms of appointment are set out in the contract attached herewith. Kindly sign and stamp both copies of the contract and return them to us by May 25, 2011.

Should you need further clarifications, please contact Serene Tan at Serene_Tan@stb.gov.sg.

Yours sincerely

A handwritten signature in black ink, appearing to read "Kershing Goh", written over a horizontal line.

Kershing Goh
Regional Director, Americas

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

Kershing Goh
Regional Director, Americas
Singapore Tourism Board
1156 Avenue of the Americas
Suite 702
New York, NY 10036

**RE: OFFICIAL APPOINTMENT – TENDER FOR STB AMERICAS PR
CONSULTANCY**

We, Sandy Hillman and Virginia M. Sheridan, for and on behalf of Hillman &
Silver, hereby acknowledge receipt and hereby agree to accept the appointment
in accordance with the terms and conditions as set out and referred to in this
letter dated May 18, 2011.

Virginia M. Sheridan

Authorized Signatory(ies)

Sandy Hillman

H & S Public Relations

H & S Public Relations

Designation

Company Stamp

May 26, 2011

Date

DATED THIS 1 DAY OF JUNE 2011

BETWEEN

SINGAPORE TOURISM BOARD

AND

HILLMAN & SILVER

PR AGREEMENT

AN AGREEMENT made this 1 day of June 2011 between the Singapore Tourism Board, having its principal office at Tourism Court, 1 Orchard Spring Lane, Singapore 247729 (hereinafter called "STB") of the one part and Hillman & Silver Limited, having its office at 747 Third Avenue, New York NY 10017-2803 (hereinafter called "the Company") of the other part.

WHEREBY IT IS HEREBY AGREED as follows:

1 CONTRACT PERIOD AND SERVICES

- 1.1 STB hereby appoints the Company to provide to STB public relations consultancy services in North America (United States and Canada) as described in Annex 1, as appended to this Agreement (hereinafter referred to as "the Services") and the Company hereby accepts the appointment and shall provide STB the Services on the terms and conditions hereinafter set forth.
- 1.2 The appointment of the Company shall be for a period of twelve (12) months commencing 1 June 2011 and ending on 31 May 2012 (both dates inclusive) subject to any termination pursuant to the terms and conditions of this Agreement. The Company's appointment shall be deemed to have commenced from 1 June 2011.
- 1.3 STB's regional office situated at 1156 Avenue of the Americas, Suite 702, New York NY 10036, shall be STB's authorised representative in Americas (hereinafter referred to as "the Authorised Representative") for the purpose of this Agreement.

1.4 The Company shall obtain and act in accordance with the instructions issued by the Authorised Representative with respect to the provision of the Services. The Company shall keep STB and the Authorised Representative fully informed of any and all activities carried out in pursuance of or related to this Contract.

1.5 The Company shall perform all Services in a timely manner and in any event by such reasonable deadlines as stipulated by STB and/or the Authorised Representative and agreed by the Company. Time shall be of the essence in this Agreement. If the Company fails to perform the Services by the deadlines stipulated by STB and/or the Authorised Representative and agreed by the Company, STB shall wherever possible give the Company a reasonable opportunity to perform the Services and if such opportunity is not possible then STB shall have the right:

1.5.1 to cancel all or any such Services whereby those deadlines were not met from this Agreement without compensation and obtain them from other sources and all increased costs thereby incurred shall be deducted from any moneys due or to become due to the Company or shall be recoverable as damages, provided that the recovery of such increased costs aforesaid shall be limited to such Services as is purchased or obtained, not exceeding the scope stated in the Agreement, from other sources after the Company's failure as aforesaid but within three (3) months of the expiry of the Agreement; or

- 1.5.2 to deduct from any moneys due or to become due to the Company to pay, a sum calculated at the rate of [5]% of the Monthly Retainer Fee (as defined below) per day (including Sundays and Public Holidays) or [5]% of the fees for the relevant special project per day, as liquidated damages for every day of delay until the Services are performed.
- 1.6 There shall be, at the end of every six (6) months of the Company's appointment, performance reviews by STB and/or the Authorised Representative of the Company's Services. The Company shall further adhere to the reasonable decisions made by STB and/or the Authorised Representative pertaining to the review and any subsequent directions of STB and/or the Authorised Representative as a result of the review.
- 1.7 STB shall be entitled at its sole option to renew this Agreement for a further period of up to one (1) further terms of twelve (12) months on the same terms and conditions SAVE for this option to renew. Each party shall bear its own costs and expenses for the renewal of this Agreement.

2 CONTRACT PRICE AND PAYMENT

- 2.1 For the provision of the Services, STB shall pay the Company a Monthly Retainer Fee of US\$ 15,000 or, based on the fixed exchange rate of US\$ 1=S\$ 1.3, a rate of S\$ 19,500 per month (inclusive of all or any taxes and duties chargeable thereon if any) (inclusive of taxes, duties, and other levies, or other deductions or withholdings) (hereinafter referred to as the "Monthly Retainer Fee") for the duration of this Agreement. Should the Services of the Company be amended during the term of this Agreement,

the Monthly Retainer Fee of such Company will be reviewed accordingly. Both parties agree that in raising the invoices Hillman & Silver Limited will take an average exchange rate of SING\$1.30/ 1 USD.

2.2 Both parties agree that as the Fees agreed in this Agreement are in a currency which differs from the local currency of the Company entity which is responsible for delivering the Services under this Agreement in the event that the exchange rate of the SGD against the USD has fallen by more than 5% compared with the rate prevailing on the date of this Agreement, the Fees shall be adjusted by such amount so as would put the Company back to the position it would have been prior to such depreciation. Such adjustment may be made in respect of each full 5% depreciation, but not part thereof.

2.3 At the request of STB, and subject to its capacity to do so, the Company ~~shall undertake any other project or activity which would not generally fall~~ within the scope of the Services as stated in Clause 1.1 above and for which a separate fee would be charged, such as campaign work. Such separate and additional fees shall be quoted on a campaign basis, based on reimbursement of costs that are expected to be incurred which shall be subject to the prior written approval of STB. In the event that it is subsequently discovered that the sums required for the items specified in the said fees quoted amount to less than the fees approved by STB, any excess sum shall not be utilised by the Company towards any other or additional expenditure without the prior written approval of STB.

2.4 Except for the out-of-pocket expenses more specifically listed in Clause 2.5 and subject to Clause 2.6 herein, all other out-of-pocket expenses incurred

by the Company in the course of servicing STB under this Agreement shall only be borne by STB if the prior written approval of the Area Director, Americas, or the Regional Director, Americas or a stipulated authorized STB officer has first been obtained.

2.5 Subject to Clause 2.6 herein, the out-of-pocket expenses (together with the value-added tax or other government taxes and duties where applicable and payable in accordance with Clause 2.1 above) that the Company may incur in the course of servicing STB under this Agreement without requiring approval from STB shall be as follows:

- Postage
- Domestic & foreign courier charges
- Duplication and conversion costs of slides, photographs and audio-visual materials
- Bulk photocopying
- International communications

2.6 The total amount of out-of-pocket expenses (inclusive of the value-added tax or other government taxes and duties where applicable and payable in accordance with Clause 2.1 above) for each month referred to in Clause 2.4 and Clause 2.5 shall together not exceed 10% of the Monthly Retainer Fee. For the avoidance of doubt, if the Company does not expend sums up to the said 10% in any particular month, such unexpended sums shall not be carried forward for utilisation in future months. If the Company is of the view that the out-of-pocket expenses (together with the value-added tax or other government taxes and duties where applicable and payable in accordance with Clause 2.1 above) or any particular month shall exceed 10 % of the Monthly Retainer Fee, prior written approval shall be obtained from STB before any cost exceeding the limit is incurred.

2.7 In the event that the prior approval of STB is not obtained pursuant to Clause 2.4, STB shall not be held liable for all out-of-pocket expenses of any month (together with the value-added tax or other government taxes and duties where applicable) exceeding the limit of 10% of the Monthly Retainer Fee and all such expenses shall be borne solely by the Company.

2.8 The Company shall forward its original invoice(s) together with all original receipts or invoices from external third parties for approved out-of-pocket expenses to the Authorised Representative for payment of the Monthly Retainer Fee and all approved out-of-pocket expenses (after deducting discounts, tax and duty rebates etc) (together with value-added tax or other government taxes and duties where applicable) incurred in the course of providing the Services under the Agreement, for each month no earlier than on the last working day preceding the month to which the fees relate. For payment of the Monthly Retainer Fee, invoices shall be raised monthly in advance and issued no earlier than the last working day preceding the

month to which the fees relate. Payment for the initial month must be settled in advance of work commencing. Expenses and other services shall be invoiced monthly in arrears and where applicable included in the same invoice as relevant fees. A copy of each monthly invoice shall also be sent to STB. Payment thereof shall be made within thirty (30) business (i.e. working) days of STB's receipt of the invoice(s) or where reasonably requested by STB, within thirty (30) business days of STB's receipt of the receipt(s) and supporting document(s) (inclusive of third party invoices) requested by STB pursuant to Clause 2.9 and STB finding the said invoice(s), receipt(s) and supporting document(s) to be in order. The method of payment shall be determined by STB and agreed with the Company

- 2.9 STB shall be entitled to request and the Company shall, without delay, comply with such reasonable requests to supply STB all invoices, acknowledgement receipts and such other documents which STB deems necessary.
- 2.10 STB shall be entitled to request and the Company shall, within five (5) business days of request, comply with such requests to allow STB to inspect the Company's accounts and other records in so far as these pertain to STB for the services provided under this Agreement for the purposes of audit.
- 2.11 If the Company has committed a material or persistent breach of any of the provisions of this Agreement and the breach has not been remedied within thirty (30) days of the Company becoming aware of such breach, STB shall be entitled to withhold any payment or part thereof as may be due or become payable to the Company without prejudice to:-
- 2.11.1 any right of action that may have accrued to STB; and
- 2.11.2 to the continuance in force of this Agreement unless otherwise terminated by STB.
- 2.12 For the avoidance of doubt, the right of STB under clause 2.11 shall survive the termination or expiry of this Agreement.

3 LIABILITY TO THIRD PARTIES

- 3.1 The Company shall not enter into any contract in the name of or on behalf of STB or as agent of STB nor shall the Company in any way be capable of

binding STB to any contractual liability without the prior knowledge and written consent of STB.

3.2 The Company shall not sub-contract out any of its obligations or Services hereunder or enter into any contracts with third parties, except with the prior written consent of STB. In the event that the Company enters into contracts or agreements with any third party for the purposes of carrying out its obligations under this Agreement with STB's prior written consent:-

3.2.1 the Company shall enter into such contracts with third parties in his own name and capacity and not in the name or on behalf of, or as agent of, STB;

3.2.2 the Company shall comply with STB's tender and procurement procedures with respect to the provision of goods and services by third parties and any other requirements of STB;

3.2.3 the Company shall be liable to such third party for all payments due thereunder;

3.2.4 the Company shall ensure that any such third party complies with the terms of this Agreement, including confidentiality obligations which shall be no less stringent than that set out in this Agreement, and all other requirements of the Board;

3.2.5 the Company shall be solely responsible for the supervision and proper performance of the third party's work; and

- 3.2.6 the Company shall indemnify and keep indemnified STB from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by STB resulting from a breach of this Agreement by the Company including any act, neglect or default of the Company, its employees, servants, agents, representatives, licensees, customers or third parties appointed pursuant to this Agreement.

4 CARE AND SKILL

- 4.1 During the continuance of this appointment, the Company shall devote such of its time, attention, care and skill to the STB account as may be necessary for the proper exercise of its duties in the rendering of the Services as public relations consultants to STB.
- 4.2 The Services provided by the Company to STB shall be directed and managed by senior management of the Company as approved by STB.
- 4.3 The Company hereby agrees with STB that it shall during the continuance of this Agreement place at the reasonable disposal of STB services of a team (which composition shall be subject to STB's approval) for the purpose of rendering prompt and efficient service to STB. The team shall comprise of at least two (2) aptly qualified, competent, and suitable personnel to service the STB account. One (1) staff member should be at the very minimum a Vice President or above. They shall liaise closely and regularly with the relevant officers of STB in formulating and implementing the public relations plans of STB. It is always understood and agreed by the Company that the

members of the said team are employees of the Company and not of STB and shall not at any time, represent themselves to be otherwise.

4.4 The Company shall be entitled to make any change in the composition of the team that the Company deems necessary. If STB does not, for good reason, accept the replacement team member STB shall be entitled to request a replacement of the team member.

4.5 The team's senior management shall attend meetings at STB's New York office at least once every six (6) months upon STB's request. All costs incurred for their attendance at these meetings shall be borne by the Company.

4.6 The Company shall effect and maintain with an insurance agency, approved by STB, adequate insurance, in particular professional indemnity insurance covering without limitation negligence and errors and omissions, protecting any liability whatsoever or howsoever occasioned. The Company shall forward a certified true copy of the relevant Certificate of Insurance to STB upon STB's request. It is understood and agreed that it shall be the Company's responsibility to ensure that the amount of coverage is adequate.

5 FAMILIARISATION TOUR/MEDIA EDUCATIONAL

5.1 Selected members of the team shall make themselves available to attend any familiarisation tour/media educational (the type and content of which shall be within STB's sole discretion) organised by STB.

5.1.1 The duration of the stay in Singapore of selected members of the team for attending the familiarisation tours/media educational shall be as determined by STB and subject to the approval of STB.

5.1.2 STB shall bear the costs, which shall be limited to that of return air tickets on economy class, accommodation, meals and entry into places of interest as specified in the itinerary and ground costs, of the selected team members' stay in Singapore. All other costs incurred by the selected team members as a consequence of attending the familiarisation tour/media educational shall be borne by the selected team members or the Company.

5.2 All team members who have been hosted by STB pursuant to Clauses 5.1, 5.1.1 and 5.1.2 shall be required to be a member of the team for a minimum period of six (6) months commencing from the date of the member's return from the familiarisation tour/media educational in Singapore, except in the case of a change to the composition of the team as provided for in Clause 4.3 hereinbefore, failing which the Company shall indemnify STB for the total cost incurred by STB in respect of his/her attendance at the said familiarisation tour/media educational.

6 CONFLICT OF INTERESTS

6.1 The Company shall consult STB prior to carrying out any public relations work in the United States and Canada for any clients, in particular, for any other person, firm, company, government organisation or anybody whatsoever including any other National Tourist Organisation, which could

be seen as being in direct conflict with the interests of STB without the prior written approval of STB.

7 CONFIDENTIALITY

7.1 The Company acknowledges the confidential and proprietary nature of the information and material acquired and/or generated during the course of the provision of the Services under this Agreement and the information provided by STB to the Company (hereinafter collectively referred to as "Confidential Information"). Confidential Information shall include all information which is stated by STB and/or the Authorised Representative to be confidential or which is by its nature implicitly confidential. It includes any and all information of any nature which the Company may receive and may be communicated to the Company by any means as well as any and all information of any nature which the Company may generate, create or

~~otherwise acquire in the course of the provision of the Services under this~~

Agreement. Confidential Information shall include the aforesaid information regardless of form, format or media including, without limitation, written, oral, or information reduced to tangible form and also includes information communicated or obtained through sight or exchange of documents, presentations, exhibits, meetings or correspondence.

7.2 The Company acknowledges and agrees that the Confidential Information received is solely for the purpose of the Company providing the Services to STB under this Agreement and is of a strictly secret and confidential nature. The Company shall keep in confidence and shall not disclose to any person or entity who is not approved by STB in writing, including but not limited to any personnel of the Company who is not an approved

member of the team and the media, any of the Confidential Information except as otherwise provided by the terms and conditions of this Agreement. The Company shall also not directly or indirectly use, divulge, communicate to or cause or enable any person to become aware of or allow to be used, divulged, communicated to any person (other than those whose province it is to know the same or with proper authority) the Confidential information. The Company shall exercise the highest degree of care to guard against the unauthorised disclosure or use of the Confidential Information and shall maintain the secrecy of the Confidential Information vis-à-vis all third parties.

- 7.3 The Company shall ensure that any third party to whom the Company discloses the Confidential Information, with the prior written approval of STB, signs a written undertaking (in such form as prescribed or approved by STB) to safeguard the Confidential Information. The Company shall maintain the confidentiality of the Confidential Information at all times until such time when the Confidential Information or such part thereof has become public knowledge otherwise than through the default or neglect of the Company.
- 7.4 The Company shall institute management and security procedures to ensure that the Confidential Information are accessible to only the team members who have been approved by STB and only those team members of the Company who require them solely for the purposes of providing the Services under this Agreement.
- 7.5 The Company shall ensure that each member of the team signs a written undertaking (in such form as prescribed or approved by STB) to safeguard

the Confidential Information. The Company shall in any event ensure that the directors, officers and/or employees of the Company to whom the Confidential Information is disclosed to are bound and adhere to confidentiality obligations which are no less stringent than that contained in this Agreement. The Company shall further ensure that the directors, officers and/or employees of the Company shall maintain the confidentiality of the Confidential Information at all times and even after they have left the employment of the Company until such time when the Confidential Information or such part thereof has become public knowledge otherwise than through the default or neglect of the Company or any of their directors, officers and/or employees.

- 7.6 All written Confidential Information or any part thereof (including electronic copies) together with any analyses, reports or other documents or materials as are in the possession, power or control of the Company shall ~~be returned to STB or destroyed when requested by and at the option of~~ STB. In the event of the destruction of the Confidential Information, the Company shall immediately certify in writing to STB that such destruction has been accomplished. The Company shall make no further use of nor retain such Confidential Information in any form whatsoever.

- 7.7 The Company acknowledges and agrees that any breach of this Agreement will cause STB substantial and irreparable injury and, therefore, in the event of any such breach, in addition to other remedies which may be available at law or in equity, STB shall have the right to specific performance and other injunctive and equitable relief without the necessity of proving damages, posting any bond or other security.

7.8 The restrictions set out in this Clause 7 shall continue to apply after the termination or expiry of this Agreement but shall not apply during or after this Agreement to information or knowledge which:-

7.8.1 is in the possession of and is at the free disposal of the Company or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the Company;

7.8.2 is or becomes publicly available on a non-confidential basis through no fault of the Company;

7.8.3 is received in good faith by the Company from a third party who, on reasonable enquiry by the Company claims to have no obligations of confidence to the Board in respect of it and who imposes no obligations of confidence upon the Company;

7.8.4 disclosure has been expressly authorised by STB in writing;

PROVIDED that the said information shall not be used, divulged or communicated if it would be detrimental or injurious to the affairs of STB or advantageous to any of its rivals. The parties agree that whether any information is detrimental or injurious to the affairs of STB or advantages to any of its rivals shall be solely determined by STB in its sole discretion and the Company shall, when in doubt, obtain STB's prior written approval.

8 PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

8.1 All files, documents and materials provided by STB shall remain the property of STB and the Company shall take every reasonable precaution to safeguard the same.

8.2 Upon payment in full of all amounts due under this Agreement the Company assigns to STB absolutely by way of future assignment of copyright the copyright and all rights of the like nature conferred under the laws of Singapore and all other countries in the world subsisting in all or any of the information, plans, reports, programmes and other like materials originated, produced, made and/or created specifically for STB under this Agreement by the Company or any of its personnel (hereinafter called "the Works") for all the classes of acts which by virtue of the Singapore Copyright Act, Cap. 63, the owner of the copyright has the exclusive right to do throughout the world and for the whole period for which copyright is to subsist and the Company, its employees and agents shall not disclose or use or allow any third party to disclose or use any such information and materials for any purpose other than for STB without the prior approval of STB in writing.

8.3 In any case where copyright and all rights of the like nature conferred under the laws of Singapore and all other countries in the world already subsists in any information and materials whatsoever that is used in originating, producing, making and/or creating the Works, the Company hereby assigns such copyright and all rights of the like nature to STB absolutely, such that it will vest solely in STB from the commencement date of this Agreement or from the date such information and materials are

acquired by the Company (whichever is applicable), for all the classes of acts which by virtue of the Singapore Copyright Act, Cap. 63, the owner of the copyright has the exclusive right to do throughout the world and for the whole period for which copyright is to subsist.

8.4 Where the performance of this Agreement or any part thereof by the Company is/has been made by way of contracting with or commissioning other parties or by its associates/affiliates such that the copyright and all rights of the like nature in the Works created do not in law vest in the Company, the Company shall use its best endeavours to secure the valid assignment of the whole of the said rights including by way of future assignment of copyright the copyright subsisting in the Works from such party/parties to itself so that the whole of the said rights may validly be transferred to STB under Clauses 8.5, 8.6 and 8.7 herein upon payment in full of all amounts due under this Agreement by STB to the Company.

8.5 The Company hereby assigns to STB absolutely by way of future assignment of copyright the copyright and all rights of the like nature conferred under the laws of Singapore and all other countries in the world subsisting in all the Works originated, produced, made and/or created under this Agreement which vests or shall come to vest in the Company pursuant to Clause 8.4 for all the classes of acts which by virtue of the Singapore Copyright Act, Cap. 63, the owner of the copyright has the exclusive right to do throughout the world and for the whole period for which copyright is to subsist and any renewals or extensions shall subsist.

8.6 In any case where copyright and all rights of the like nature conferred under the laws of Singapore and all other countries in the world already

subsists in any information and materials whatsoever that is used in originating, producing, making and/or creating the Works, the Company hereby assigns to STB absolutely such copyright which vests or shall come to vest in the Company pursuant to Clause 8.4 for all the classes of acts which by virtue of the Copyright Act, Cap. 63, the owner of the copyright has the exclusive right to do throughout the world and for the whole period for which copyright is to subsist and any renewals or extensions shall subsist.

8.7 All rights, title and interest (including all intellectual property rights) in and to the Works in accordance with this Clause 8, shall vest in and be owned by STB as and when the Works are paid for in full. The Company shall assign absolutely and unconditionally to STB all rights, title and interest (including intellectual property rights) in the Works not otherwise assigned to STB under the other provisions of this Clause 8.

8.8 All rights, title and interest (including intellectual property rights) in or in relation to any names (including without limitation "Singapore Tourism Board" and "STB"), trade marks, trade names, logos, designs, symbols, emblems, insignia and/or slogans used by STB from time to time (collectively "the STB Marks") shall vest and remain vested at all times in STB and its licensors. The Company shall not use the STB Marks for promotional or advertising purposes without the prior written consent of STB. The Company undertakes not to divulge or inform any third party in any manner whatsoever of the contents of this Agreement or of any details of the Services provided herein without the prior written approval of STB. The Company shall not use or register as his own trade mark, trade name, email address or domain name registration any mark or name which is

identical or similar to the STB Marks or which is a colourable imitation of them. The Company shall not challenge the validity or STB's ownership of or right to (as the case may be) the STB Marks.

8.9 The Company warrants and represents that the Company shall be the sole beneficial owner of the entire right title and interest in and to all intellectual property rights originated, produced, made and/or created by the Company's personnel during the course of the provision of the services herein and that the Company will be free to assign such intellectual property rights to STB pursuant hereto without any third party claims, liens, charges or encumbrances of any kind whatsoever and that the Company is free of any duties or obligations to third parties which may conflict with this Agreement. The Company agrees to indemnify STB and STB's partners, employees, agents and independent contractors against any and all liability, loss, damage, costs and expenses which STB may incur or suffer as a result of a breach by the Company of the warranties set out in this Clause.

8.10 All information and material created or otherwise compiled by the Company prior to or apart from this Agreement or which the Company creates or otherwise compiles during the Term of this Agreement and which are not prepared specifically for STB as part of the Services, including, without limitation, the Company's proprietary techniques and methods of operations (which shall constitute trade secrets of the Company), shall be and remain the exclusive property of the Company.

8.11 STB warrants that any Client Material it provides to the Company to use for the provision of the Services is not faulty or defective in any way and its

use by the Company for the purpose of providing the Services will not infringe the copyright or other rights of any third party, and STB shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such use of STB Material by the Company, provided the Company's use of the STB Material is not negligent or willful.

- 8.12 The Company warrants and represents that any and all of the Works originated, produced, made and/or created by its personnel will not infringe any intellectual property rights, in particular but without limitation, any patents, copyright, registered designs or rights of confidence, belonging to a third party. The Company agrees to indemnify STB and STB's partners, employees, agents and independent contractors against any and all liability, loss, damage, costs and expenses which STB or a third party may incur or suffer as a result of any dispute or contractual tortious or other claims or proceedings brought against STB by a third party alleging ~~infringement of its intellectual property rights by reason of the use or~~ exploitation of any of the Works originated, produced, made and/or created by or for the Company or any of its personnel PROVIDED ALWAYS that in addition to the aforesaid indemnity, where an injunction restraining use or exploitation by STB of any of the Works originated, produced, made and/or created by the Company or any of its personnel is, in the opinion of STB, likely to be granted by the Court to the third party, the Company shall do all such acts and things either to render them non-infringing without affecting any of the Company's other duties and obligations under this Agreement or shall obtain a license from the third party granting STB the right to continue using them.

- 8.13 For the avoidance of doubt, the obligations under Clauses 8 shall survive the termination or expiry of this Agreement.

9 TERMINATION

- 9.1 Either party may terminate this Agreement at any time by giving to the other party three (3) calendar months' notice in writing, delivered by hand or sent by mail registered post to the other party's address stated above or such other address given under Clause 15.1 herein.
- 9.2 The Company shall be entitled by notice in writing to terminate this Agreement with immediate effect if any invoice raised by the Company is still outstanding after sixty (60) days of delivery.
- 9.3 Without prejudice to any other remedies STB may have against the Company, STB reserves the right at any time to terminate summarily this Agreement by giving notice in writing to the Company to terminate this Agreement forthwith on the occurrence of any of the following events:-
- 9.3.1 if the Company fails to observe and/or to perform any of its material obligations herein contained PROVIDED that in the case of any such failure or breach capable of being made good, STB shall not terminate this Agreement unless the Company fails to remedy the breach within thirty (30) days of receiving written notice to make good such failure or breach;
- 9.3.2 if in the sole opinion of STB, the Company has been grossly incompetent or negligent in the provision of the Services,

- 9.3.3 if the Company is consistently in breach of this Agreement even if it may have previously remedied such breach within any time period set out in this Agreement;
- 9.3.4 if the Company shall be wound up voluntarily or compulsorily or makes any offer of composition or compromise with its creditors or where in the sole opinion of STB the Company is insolvent or where the Company enters into any arrangement or reconstruction or where distress or execution is levied on the other party's goods or properties;
- 9.3.5 if the Company has breached any warranty under this Agreement;
- ~~9.3.6 if there should be any change in the ownership, shareholding,~~
partners or management of the Company which in the reasonable opinion of STB will affect the Company's current management or the Company's autonomy;
- 9.3.7 if the Company is prevented by any cause from performing its duties hereunder for a consecutive period of one (1) month;
- 9.3.8 if the Company is guilty of any conduct which is materially prejudicial to STB's interests, including but not limited to any breach of the confidentiality obligations set out in Clause 7;

9.3.9 If, it is advisable for reasons arising from a national emergency, a government directive or law or any other abnormal circumstances;

9.3 Upon expiry of the notice in writing this Agreement shall absolutely determine and both parties' obligations herein shall cease without prejudice to either party's rights to recover damages in respect of any antecedent breach of this Agreement.

10 CONSEQUENCES UPON TERMINATION OR EXPIRY OF AGREEMENT

10.1 Upon expiry of the notice in writing this Agreement shall absolutely terminate and both parties' obligations herein shall cease without prejudice to either party's rights to recover damages in respect of any antecedent breach of this Agreement and the Company shall not be entitled by reason thereof only to any right of action or remedy against STB.

10.2 Upon termination or expiry of this Agreement, the Company undertakes:-

10.2.1 To return or transfer forthwith to STB or any other person/organisation as STB may direct all property and materials previously charged or are chargeable to STB or used in the Services as well as to transfer all contracts and reservations for this Agreement entered into by the Company for STB and all rebates, monetary or otherwise shall be for the account and benefit of STB;

- 10.2.2 To return forthwith to STB or any other person/ organisation as STB may direct in writing all originals and copies of all documents, materials and information in any form whatsoever provided by it or by STB and all information and materials obtained by the Company as a result of this Agreement and the Company undertakes not to disclose all such documents, materials and information; and
- 10.2.3 As and when required by STB, do all acts and execute or procure the execution of such documents as STB may reasonably require in order to give effect to the termination of this Agreement and/or to allow STB to appoint a new Company to perform similar services under the Agreement.
- 10.3 Either party shall be entitled to exercise any one or more of the rights and ~~remedies given to it under the terms of this Agreement and the expiry or~~ termination of this Agreement shall not affect or prejudice such rights and remedies which have accrued to either party under this Agreement and each party shall be and remain liable to perform all outstanding liabilities under this Agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.

11 WARRANTIES AND UNDERTAKING OF THE COMPANY

The Company warrants, undertakes and agrees:

- 11.1 The Company is available to render the Services in accordance with the terms of this Agreement and has no contractual obligations to third parties preventing or limiting the performance of this Agreement.

- 11.2 At the time of signing this Agreement the Company is not under any engagement or bound by any contract which can preclude the Company from fulfilling this Agreement. and that during the continuance of this Agreement the Company will not enter into any such engagement or contract unless upon prior consultation with STB.
- 11.3 The Company has all the licences, approvals, qualifications, permits and other authorisations necessary to enter into and perform its obligations under this Agreement.
- 11.4 Neither the execution and delivery of this Agreement nor the performance of any of its terms will contravene or constitute a default under any provision contained in any agreement, instrument, law, judgment, order, licence, permit or consent by which it is bound or affected.
- 11.5 The Company shall indemnify and keep indemnified STB and STB's partners, employees, agents and independent contractors from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by STB and STB's partners, employees, agents and independent contractors resulting from a breach of this Agreement by the Company including:
- 11.5.1 any act, neglect or default of the Company's employees, servants, agents, representatives, licensees, customers or third parties;
- 11.5.2 the infringement of the intellectual property rights of any third party;
- and

11.5.3 breaches in respect of any matter arising from the provision of the Services and/or any other services under this Agreement resulting in any claim by any third party.

11.6 For the avoidance of doubt, the obligations under Clauses 3.2.7, 7, 8, 10, 11, 20, 21, 23 and 24 shall survive the termination or expiry of this Agreement.

11.5 The Company shall not enter into any contract in the name of or on behalf of STB or as the agent of STB nor shall the Company in any way be capable of binding STB to any contractual liability without the prior knowledge and written consent of STB.

12 SEVERANCE

12.1 In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, it may, at the sole discretion of STB, be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless STB in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event STB shall be entitled to terminate this Agreement by giving thirty (30) days' notice in writing to the Company.

13 ENTIRE AGREEMENT

13.1 This Agreement shall supersede all previous oral or written agreements or arrangements, if any, between the parties hereto and embodies the entire

understanding of the parties and no amendment to or modification of any of the terms hereof shall be effective unless agreed to in writing by both parties.

14 DISCRETION

14.1 No decision, exercise of discretion, judgement or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by STB except if in writing, and shall be at the sole discretion of STB unless otherwise expressly provided in the Agreement.

15 CHANGE OF ADDRESS

15.1 Each of the parties shall give notice to the other of change or acquisition of any address, telephone, telex or facsimile number as soon as practicable and in any event within forty-eight (48) hours of such change or acquisition.

16 NOTICES

16.1 Any notice to be served on either of the parties by the other shall be delivered by hand or be sent by prepaid recorded delivery or airmail registered post to the addresses stated at the head of this Agreement or by facsimile transmission to the numbers stated below and shall be deemed to have been received by the addressee within twenty-four (24) hours of delivery by hand or seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile to the correct facsimile number of the addressee.

All notices to STB shall be addressed to the attention of Serene Tan, Area Director, Americas.

16.2 The facsimile numbers of the parties are as follows:

16.2.1 STB (New York) : (1) 212 302 4801

16.2.2 The Company : (1) 212 754 6711

17 HEADINGS

17.1 Headings contained in this Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

18 RELATIONSHIP BETWEEN PARTIES

18.1 The relationship of the parties hereto shall be solely that of independent contractors. Nothing in this Agreement shall create a partnership, joint venture or relationship of employer and employee between the parties hereto nor constitute any party an agent of the other for any purpose. Neither of the parties hereto shall have any right whatsoever to incur any obligations or liabilities on behalf of or binding on the other party unless expressly authorised under this Agreement or otherwise in writing.

19 NO RIGHT TO ASSIGN

19.1 This Agreement and all rights and liabilities herein shall not be assigned or transferred by the Company to any third party.

20 PROPER LAW AND JURISDICTION

20.1 This Agreement shall be governed by the laws of Singapore in every particular including formation and interpretation and shall be deemed to have been made in Singapore. The application of the United Nations Convention on Contracts for the International Sale of Goods 1980 to this Agreement is hereby expressly excluded.

20.2 Any proceedings arising out of or in connection with this Agreement shall be brought in any court of competent jurisdiction in Singapore.

20.3 Subject to Clause 20.4 herein the parties in signing this Agreement submit to the jurisdiction of the Courts of the Republic of Singapore.

20.4 The submission by the parties to the jurisdiction of the Courts of the Republic of Singapore shall not limit the right of STB to commence proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.

20.5 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with Clause 16.

21 RIGHTS CUMULATIVE

21.1 All rights and remedies granted to either of the parties shall be cumulative and no exercise by either of the parties of any right or remedy under this

Agreement shall restrict or prejudice the exercise of any other right or remedy granted or otherwise available to it.

22 SURVIVAL OF TERMS

22.1 No term shall survive expiry or termination of this Agreement unless expressly provided.

23 WAIVER

23.1 The failure by STB to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a waiver of them or of the right at any time thereafter to enforce any or all terms and conditions of this Agreement.

~~24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B)~~

24.1 This Agreement does not create any rights under the Singapore Contracts (Rights of Third Parties) Act, Cap 53B, which is enforceable by any person who is not a party to it. The provisions of the aforesaid Act are therefore expressly excluded from applying to this Agreement.

25. FORCE MAJEURE

25.1 Neither party will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, where such events of force majeure shall include but not be limited to, act of God, lockouts, riots, acts of war, epidemics, health risks, quarantine

requirements, earthquakes, governmental act or directive, fire, explosion, accident, civil commotion, or industrial dispute.

- 25.2 In the event such event of force majeure as stipulated in Clause 25.1 occurs, either party may terminate this Agreement summarily by giving notice in writing to the other party.

AS WITNESS hereof the hands of the parties hereto the day and year first above written.

SIGNED for and on behalf of the
SINGAPORE TOURISM BOARD

Name:
Designation:

in the presence of:

Signature of Witness

Name:
Designation:

SIGNED for and on behalf of
HILLMAN & SILVER
in the presence of:

Wayne M. Dunt
Andrea S. Hillman

Vivian Dimare Theobalt

Signature of Witness

Name: *VIVIAN DIMARE THEOBALT*
Designation: *operations ADMINISTRATOR*

Annex 1

REQUIREMENT SPECIFICATIONS FOR THE PROVISION OF
PUBLIC RELATIONS SERVICES FOR STB AMERICAS

SCOPE OF WORK UNDER MONTHLY RETAINER

Upon official appointment, the PR Agency will have to undertake the following scope of work:

ONGOING ACTIVITIES	BRIEF DESCRIPTION & DELIVERABLES
CORE MEDIA / PR ACTIVITIES	
(A) Strategic Counsel and Plan	
Detailed PR Strategy and Work Plan for Americas	<ul style="list-style-type: none"> The overall objective will be to drive and maintain top of mind awareness of Singapore and to promote Singapore overall as a premium destination, as well as address broad issues with respect to international travellers and the travel trade in Americas (North America). Prepare a detailed twelve (12) month PR / marcom strategy and work plan to dovetail with STB's business objectives and plan for the Americas. The STB shall be entitled to renew the agreement with the selected agency for an additional twelve (12) months. This plan should also include a list of recommended target media (print and other channels) to cultivate and pitch to, as well as the strategy to do so. The plan is to be submitted to STB within two (2) months from the effective date of appointment.
Strategic Counsel	<ul style="list-style-type: none"> Provide strategic counsel on PR / marketing strategies and opportunities on a regular basis throughout the duration of the contract. Assist STB in managing issues that may surface in the market from time to time that would adversely affect Singapore's image as a destination or STB's image as an economic development agency.
(B) Media Relations	
Cultivate close working relations with key target print, broadcast and online media	<ul style="list-style-type: none"> Execute Strategy to cultivate the target media agreed upon, which could include but is not limited to: <ul style="list-style-type: none"> Provide STB with and maintain an updated database and mailing list of target media (categorize into Tier 1 – wish list, Tier 2 – good to have, and Tier 3 – not as important) and the respective editors and journalists on behalf of STB for dissemination of news and invitations to events organised by STB. Update editorial calendar of target media every quarter. Organise minimum of two (2) networking meetings per month with selected target media to nurture relationships and forge new contacts. STB officer(s) to be in attendance when meeting Tier 1 Media.
Media pitching	<ul style="list-style-type: none"> Execute strategy to pitch to the target media agreed upon, which could include but not limited to: <ul style="list-style-type: none"> Adapt and disseminate STB HQ-generated and/or originally-crafted media releases to daily print, broadcast and online

ONGOING ACTIVITIES	BRIEF DESCRIPTION & DELIVERABLES
	<p>media. Re-angling of these releases to suit the local market needs.</p> <ul style="list-style-type: none"> Plan a yearly line-up of story angles for pitching to target media. These may be based on time-based events or stories of special interest covering subjects like culture and heritage, shopping, the arts or food. The story angles will have to be approved by STB and updated on a quarterly basis. Maintain an updated database/storybank of key information and facts of Singapore to key areas of focus. For example, Leisure (Premium and Luxury) area requires updated information on hospitality, attractions, dining, new developments, etc. Information has to be 'press-friendly' and factual and could be easily used for preparation work in press releases, interviews, talking points, etc. Pitch and secure minimum twenty (20) features in Tier 1 print and online media over the period of appointment (24 months). These stories are to be generated over and above those arising from media familiarisation trips. Pitch and secure minimum ten (10) broadcast feature items on Singapore on radio and television the period of appointment (24 months). These stories are to be generated over and above those arising from media familiarisation trips. Pitch for interview slots when STB senior management, politicians or key industry figures travel to North America. Key messages, talking points, Q&As, sound bytes and quotes to be prepared for these interviews. Craft byline articles or opinion editorial profiling new development and/or relevant information from www.yoursingapore.com for pitching to targeted list of consumer and travel trade editors, key freelance writers, wire services and syndicated columnists. These may be original write-ups or adaptations from materials provided by STB. Facilitate images for the media through STB's online digital library, as well as database of in-house images
Media Briefing	<ul style="list-style-type: none"> Organise and coordinate minimum two (2) local media conferences / briefings a year. Responsibilities, on an as needed basis, include: <ol style="list-style-type: none"> (1) Create and distribute invitation to media; (2) Follow-up with media on RSVP and update STB; (3) Draft and issue a media release; (4) Draft speeches; (5) Prepare press kits, fact sheets, and backgrounders; (6) Develop key messages and relevant Q&A /talking points for interviews; (7) Coordinate logistics for the event; (8) Prepare presentation slides; (9) Handle media queries; and (10) Conduct post-event evaluation and follow
Media Familiarisation Visits	<ul style="list-style-type: none"> Schedule and organise minimum of one (1) familiarisation visit every month and at least one (1) annual group media familiarisation visit to Singapore, which includes: <ol style="list-style-type: none"> (1) Identifying key journalists, editors, and film crew with confirmed assignments and stories; (2) Develop a recommended itinerary that effectively reinforces

ONGOING ACTIVITIES	BRIEF DESCRIPTION & DELIVERABLES
	<p>STB's marketing objectives and showcases Singapore's tourism product offerings;</p> <ul style="list-style-type: none"> (3) Briefing the journalists of their assignments prior to departure; (4) Securing sponsored air tickets and accommodation where possible; (5) Consolidating and tracking media coverage arising from the visit; (6) Conducting post-visit evaluation with the media
Promote Calendar of Events	<ul style="list-style-type: none"> • Promote key events (i.e. Formula One, World Gourmet Summit, and Singapore Food Festival, etc.) and related in-market promotional / marketing efforts, such as road shows, travel fairs, consumer promotions and contests, by generating interest amongst the media and targeted consumer groups.
Refine key messages and message architecture	<ul style="list-style-type: none"> • Adapt and update key messages developed by STB for overall positioning in North America and for key customer segments. This is to be done in alignment with the overall <i>YourSingapore</i> brand messaging. Documents include STB's media kit, fact sheets, and backrounders.
(C) Media Monitoring & Analysis	
Tracking of media coverage and media coverage report	<ul style="list-style-type: none"> • Monitor, collate and analyse media coverage on a <u>daily</u> basis and alert STB of any potential issues or opportunities. Specific press clippings may be required on an urgent basis. Reporting requirements include: <ul style="list-style-type: none"> • Daily News Clips provides STB Americas and HQ Media with a daily media monitoring of Singapore news, including garnered coverage, and articles regarding the competition, trends, and tourism industry-specific topics. • Monthly Media Report to which include 1) Media Coverage, a brief synopsis of Singapore tourism related articles, including those generated by the agency; 2) Media Outreach, a recap of outreach performed during the previous month and pitches developed; 3) Media Evaluation of media coverage received from target list of media (specifically Tier 1 & 2 media list) to STB (RO) and STB (HQ). This will help verify STB America's list of target media and keep the list updated; and 4) Upcoming projects.
Market Intelligence	<ul style="list-style-type: none"> • Ongoing collection and reporting of market intelligence covering issues that affect outbound travel to Singapore and tourism to Asia Pacific region, including competitor's initiatives/outcomes, trends, and market news, as well as media activities.
Media audit	<ul style="list-style-type: none"> • Conduct an annual media audit of STB's target media to gauge their general perception of Singapore.
(D) Crisis Management	
	<ul style="list-style-type: none"> • Assist STB in managing any crises that surface that may impact Singapore's image as a destination or STB's image as an economic development agency for Singapore.
(E) General Administration	
	<ul style="list-style-type: none"> • Provide media office services including the following: <ul style="list-style-type: none"> (a) Research, liaison and reporting on the market trends (b) Compiling materials on Singapore tourism products and liaising with publications interested in providing in-depth feature coverage; and

ONGOING ACTIVITIES	BRIEF DESCRIPTION & DELIVERABLES
	<p>(c) Function as a media office (to handle media queries, supply information and deal with specific requests);</p> <p>(d) Prepare trade materials for annual trade fairs, speeches and journalists travelling on sponsored visits to Singapore) and handling all the necessary groundwork, research and follow-up.</p> <ul style="list-style-type: none"> • Update the Singapore tourism press kit comprising fact sheets and backgrounders of Singapore's history, cultures, attractions, dining, shopping, museums, walking tours, natural resources, sports, nightlife, business and services options. • Create and maintain a free-lending library of slides, photos, videos and publications for the media and travel trade. • Schedule monthly meetings to discuss and update the STB on media opportunities, review PR plan/strategy, report on competitive or market intelligence, and other projects • Three (3) account team members (one (1) at the VP level or comparable senior level, and two (2) support staff
(F) Miscellaneous activities	
	<ul style="list-style-type: none"> • Provide support for STB staff or visiting Singapore dignitaries' presentations at trade and consumer events, as well as all related functions deemed necessary; • Draft letters of response to complaints from the media for STB to review. • Provide recommendations and assessment of PR promotion proposals received by STB from third parties, on an as needed basis.
OPTIONAL ACTIVITIES	
<p>Travel trade communications programme</p> <p>(This will be an optional activity that STB may or may not do with the agency, depending on the overall PR strategy, or based on the need)</p>	<p>The programme should interpret and communicate Singapore's products and industry-related initiatives to the travel trade on a regular and consistent basis with the aim of deepening their knowledge of Singapore as a destination. The travel trade consist of trade partners including tour operators, travel agents and airlines.</p> <p>In the instance of BTMICE, the agency would be expected to target meeting planners and organizers, trade associations, expatriate clubs and chambers of commerce. Activities should include the following:</p> <ul style="list-style-type: none"> • Produce or repackage and manage enewsletter to disseminate announcements on new tourism developments, including new tour offerings and seasonal packages on a monthly basis to the targeted list of trade partners; • Publicise in-country / region trade functions as and when required by the Board.
<p>Consumer activities</p> <p>(This will be an optional activity that STB may or may not do with the agency, depending on the overall PR strategy, or based on the need)</p>	<p>The agency will be expected to initiate, conceptualise and assist in the implementation of special projects. The Board also welcomes creative and effective consumer PR initiatives that embody Singapore's brand attributes and enhance the <i>YourSingapore</i> brand. Some of the activities may include:</p> <ul style="list-style-type: none"> • Draft and prepare communications to communicate Singapore's products and events to high net worth consumers on a regular and consistent basis with the aim of deepening knowledge and

ONGOING ACTIVITIES	BRIEF DESCRIPTION & DELIVERABLES
	<p>promoting Singapore as a destination.</p> <ul style="list-style-type: none"> • Identify and propose interesting media touch points for our initiatives. • Cultivate brand ambassadors by recommending and tapping on celebrities visiting Singapore and promoting their positive experiences. • Pro-actively identify consumer / media opportunities and develop such strategies with STB to take full advantage of these opportunities, for example, media contests, game shows, TV shows, etc. possibly in collaboration with the travel trade. At least one approved promotion with a high circulating newspaper or magazine should be undertaken over the period of appointment. • Build positive community relations in North America with the aim of good corporate citizenry. This may include a sustainable co-operative partnership with a charitable organisation or a programme dedicated to a certain community cause like hunger relief or education.
<p>Online & Social Media</p> <p>(This will be an optional activity that STB may or may not do with the agency, depending on the overall PR strategy, or based on the need)</p>	<p>Online and Social Media have become increasingly important and relevant in our work. The overall objective is to not only increase Singapore's share of voice in social communities and blogs, but also establish ourselves as an innovative destination in online marketing. The appointed agency will be asked to:</p> <ul style="list-style-type: none"> • Provide strategic counsel and develop an online marketing plan, as it pertains to social media and blogs, including identifying new social media trends and developing respective social media campaigns. • Update existing Twitter account for press, including posting and engagement with press • Customized Outreach to Bloggers: reaching out to influential bloggers in specific niches, seeking out mentions, plugs, or stories to promote attractions, services, or events • Social Bookmarking: Research and facilitate the submission of articles to Digg, StumbleUpon, Reddit (among others) so that articles, press releases and stories can get picked up by other sites and users. • Submission of Events/News to Online Promotional Sites: to promote upcoming or current events to calendars, listings, or editorials to increase online visibility • Create and/or maintain custom-design profiles on social networking sites relevant to STB's visitors particular demographic and niche market, as well as maintenance of incoming and outgoing messages, requests, comments, bulletins, etc • Analysis of site metrics and traffic so that we can focus resources on the most successful methods to increase overall brand exposure • Research and monitor mentions of our YourSingapore on the web and intervening or joining the conversation when relevant or necessary